

**STATE OF INDIANA  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL AND GAS**

IN RE:        PETITION OF **NOBLE ENERGY, INC.**, FOR THE  
                 INTEGRATION OF INTERESTS IN SECTION 5,  
                 TOWNSHIP 6 NORTH, RANGE 9 WEST, SULLIVAN  
                 COUNTY, INDIANA.

**PETITION FOR THE INTEGRATION OF INTERESTS**

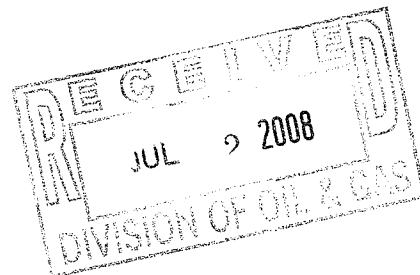
**COMES NOW**, Noble Energy, Inc., 1625 Broadway Street, Suite 2200, Denver, Colorado 80202, hereinafter referred to as "PETITIONER," by attorney Karen J. Anspaugh, and pursuant to IC 14-37-9-1 and other applicable laws enacted by the State of Indiana to prevent waste and to avoid the drilling of unnecessary wells, respectfully petitions the Department of Natural Resources, Division of Oil and Gas, hereinafter referred to as "DIVISION," to require the integration of all interests in the oil, gas and other hydrocarbons in and under certain land located in Section 5, Township 6 North, Range 9 West, Sullivan County, Indiana, to develop the land as a single drilling unit. The surface estate and mineral estate underlying the unleased parcels subject to this Petition are owned by:

**Tract 006 (1.88 acres)**

**David L. Bolenbaugh  
1943 West County Road 600 South  
Sullivan, Indiana 47882**

**Tract 014.002 (1.00 acre)**

**Thomas D. Blythe and Lori A. Blythe,  
husband and wife.  
2026 South State Road 58 West  
Carlisle, Indiana 47838**



In support thereof the Petitioner states:

1. PETITIONER has established a 391.156 acre drilling unit comprised of the Western portion of that part of Section 5, Township 6 North, Range 9 West, located North of State Road 58, as said Section was established by the Official United States Public Lands Survey by the rectangular surveying system for the State of Indiana. Further, Petitioner has acquired a GST permit and intends to acquire a production permit in relation to said drilling unit, which is appropriately sized and conformed and is hereinafter referred to as the "Established Drilling Unit," which is further described as follows:

**BARKER 2-5H UNIT** - *The Western portion of that part of Section 5, Township 6 North, Range 9 West, located North of State Road 58, in Sullivan County, Indiana, containing 392.156 acres, more or less.*

2. PETITIONER is the owner of valid and subsisting Oil and Gas Leases, hereinafter referred to as "Operative Oil and Gas Leases," a sample of which is attached hereto as Exhibit "A." Said Operative Oil and Gas Leases cover one hundred percent (100%) of the oil, gas and other hydrocarbons underlying the leased parcels in the Established Drilling Unit, which total 389.276 acres.
3. The unleased parcels at issue in this Petition is hereinafter referred to as the "Separately Owned Interests," being 1.88 acres, labeled on Exhibit "C" as Tract 006, and 1.00 acre, labeled on Exhibit "C" as Tract 014.002. Ownership information pertaining to each parcel is set out on Exhibit "D" attached hereto.
4. The legal descriptions pertaining to the Separately Owned Interests are set out on Exhibit "B" attached hereto. The Separately Owned Interests are situated so as to constitute an integral and necessary part of the Established Drilling Unit as described in 312 IAC 16-5-3(c).
5. The Operative Oil and Gas Leases contain terms which are standard in the industry and commonly utilized in the project area, including a royalty rate of one-eighth (1/8th) and a primary term of three (3) years. Landowners in the general vicinity of the Established Drilling Unit are customarily compensated with a lease-signing bonus between twenty dollars (\$20.00) and thirty-five dollars (\$35.00) per acre.
6. Natural gas and associated hydrocarbons are reasonably believed to underlie the Established Drilling Unit. It is also a reasonable belief that natural gas and associated hydrocarbons can be economically produced by drilling and operating a well.
7. The Operative Oil and Gas Leases contain a pooling clause granting PETITIONER the right and power to pool or combine the acreage covered thereby with other lands for the production of oil, gas and other hydrocarbons.
8. The Operative Oil and Gas Leases contain terms giving the owner of each tract of land therein an equitable share of the net production of oil, gas and other hydrocarbons in the communitized unit over and above that which may be used or consumed for production or development purposes. Said net production share is based upon the ratio between tract acreage and the total acreage of the communitized unit. Production allocation shall be disbursed as if said production was generated from a well drilled on that tract.
9. The terms contained in the pooling clause of the Operative Oil and Gas Leases provide the most just, reasonable and equitable method for sharing the production of oil, gas and other hydrocarbons from the Established Drilling Unit, to wit:

Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the Land, whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided and except that in calculating the amount of any shut-in gas royalties, only that part of the acreage originally leased and then actually embraced by this lease shall be counted. With respect to the production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of Lessor's acreage hereunder which is placed in the unit, or his royalty interest therein on an acreage basis, bears to the total acreage in the unit.

10. PETITIONER has repeatedly contacted the owners of the Separately Owned Interests and has diligently attempted to obtain Oil and Gas Leases to cover said parcels or to obtain the consent of the owners thereof to voluntarily integrate their interests with the leased parcels in the Established Drilling Unit. A Contact Report which summarizes said attempts is set out on Exhibit "E" attached hereto.
11. PETITIONER now desires to exercise its rights granted under the pooling clause contained in the Operative Oil and Gas Leases, to explore for natural gas and associated hydrocarbons thereunder. PETITIONER is being prevented from doing so by the existence of the Separately Owned Interests.
12. PETITIONER intends to complete a Geologic or Structure Test Well under the Established Drilling Unit and thereafter convert the same to a producing well as soon as allowed by the DIVISION. PETITIONER is prepared to pay all costs associated with the drilling and abandonment of the well in the event the same is found to be a dry hole.
13. PETITIONER intends to drill on the Established Drilling Unit a single horizontal well into the New Albany Shale and intends to produce natural gas and the constituents thereof. Attached hereto as Exhibit "C" is a map of the Established Drilling Unit which depicts the proposed surface location and the path, total length and total depth of the horizontal well bore.
14. PETITIONER intends to utilize, with the permission of the pertinent landowners, a portion of the surface within the Established Drilling Unit for a drilling pad, measuring approximately 300 feet by 300 feet. No access road is necessary as said well pad is located adjacent to State Highway 58. PETITIONER intends to place a supply pipeline on the Established Drilling Unit to connect the Barker 2-5 Well with other producing wells. PETITIONER intends to build a wellhead, separator, meter run and water tank above ground. No other surface facilities and/or structures are planned.
15. PETITIONER has executed an "Authority for Expenditure," being a detailed plan to manage the costs associated with drilling and operation of the well. Said Authority for Expenditure will be submitted to DIVISION simultaneously with this Petition. The DIVISION is authorized by PETITIONER to provide a copy of the Authority for Expenditure to all persons desiring to participate in the costs of drilling and operation of the well.


16. If the DIVISION does not require the integration of the Separately Owned Interests in the Established Drilling Unit, the natural gas and associated hydrocarbons thereunder cannot be economically and efficiently extracted, correlative rights cannot be protected and waste and the drilling of unnecessary wells will occur.
17. The DIVISION has the right and power, pursuant to the provisions of IC 14-37-9-1 et seq., to require such integration "upon reasonable terms that give the owner of each tract an equitable share of oil and natural gas in the unit or pool."

WHEREFORE, PETITIONER respectfully moves DIVISION, after any such notice and hearing as may be required by law, to issue an "Order for the Integration of Interests" to effectuate the following:

1. Integrate the Separately Owned Interests with all other leased parcels in the Established Drilling Unit as one of the following:
  - A) A royalty owner upon the terms and conditions specified in the Operative Oil and Gas Leases, a sample of which is attached hereto as Exhibit "A;"
  - B) A participating owner who pays their share of the estimated well costs and receives their proportionate share of production; or
  - C) A non-participating owner who pays their share of the well costs on a limited basis, not including up front costs, and who is compensated a one-eighth (1/8th) royalty interest until the well operator has recovered the non-consenting landowner's share of drilling and operating costs plus compensation for carrying the risk of a dry hole. Thereafter, the non-participating owner receives their proportionate share of production.
2. Designate PETITIONER as the operator of the Established Drilling Unit for the development and operation thereof; and
3. Implement any further terms and provisions in accordance with the law of the State of Indiana that the DIVISION may, in its discretion, deem desirable and proper.

Respectfully submitted,

NOBLE ENERGY, INC.

By:   
Karen J. Anspaugh #18975-49  
49 Boone Village, Suite 168  
Zionsville, Indiana 46077  
317-873-4798  
Attorney for PETITIONER

Date: 6/30/08

**EXHIBIT "A"**  
**Sample Oil and Gas Lease Utilized in the Production Area**

**OIL AND GAS PAID UP LEASE**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter called Lessor, whether one or more, and Noble Energy Inc., whose address is 1625 Broadway, Suite 2200, Denver, Colorado 80202 (hereinafter called Lessee);

**WITNESSETH:**

1. That the said Lessor, for and in consideration of Ten and More Dollars, cash in hand paid, receipt and adequacy of which are hereby acknowledged, and of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee the land covered hereby for the purposes of investigating, exploring, prospecting, drilling (either horizontally, vertically, or directionally), developing, operating, producing, marketing, and transporting oil and gas along with all hydrocarbon and non-hydrocarbon substances (including sulphur) produced in association therewith. The term "oil" as used herein includes condensate and all other liquid hydrocarbons. The term "gas" as used herein includes, but is not limited to, helium, carbon dioxide, and other commercial gases, as well as hydrocarbon gases such as casinghead gas, hydrogen sulfide gas, coalbed methane gas, gob gas, and all natural gas originating, produced, or emitted from coal formations or seams, and any related, associated, or adjacent rock material. Lessor further grants, leases and lets exclusively unto Lessee said land for the purposes of injecting gas, waters, other fluids, air and any other substances into subsurface strata, conducting all types of recovery operations, establishing and utilizing facilities for the disposition of salt water and other waste materials, laying pipelines, storing leased substances, building roads, bridges, tanks, power lines, telephone lines and any other structures and things thereon to produce, save, take care of, treat, process, store and transport said leased substances and other products manufactured therefrom, together with such rights and easements in said land necessary or useful in Lessee's oil and gas operations on said land or adjoining lands, together with the right to transport through or over the property hereby leased any and all oil and gas produced by Lessee, its successors and assigns, from other property, including the right of way and easement to lay, construct, use, maintain, operate, change, replace and remove pipeline or pipelines for such transportation and with the right to cross any adjacent or contiguous lands of Lessor by use of existing roads or otherwise in order to have ingress and egress to and from said land to carry out such purposes. The land covered hereby is located in Sullivan County, Indiana and is described as follows, to wit: (hereinafter called the Land) being estimated to comprise \_\_\_\_\_ acres, whether more or less, which acreage figure may be relied upon by Lessee in calculating payments hereunder. Notwithstanding the above specific description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, all lands now owned, claimed, or hereafter acquired by Lessor up to the boundaries of any abutting landowner (including any vacancies), together with any and all of Lessor's interest in any lands underlying lakes, streams, roads, easements and rights-of-way which cross or adjoin the Land, including all land added thereto by accretion.

2. It is agreed that this is a paid up lease and shall remain in force for a term of five (5) years from the date written above, (herein called the primary term) and as long thereafter as oil and gas, or either of them, are produced or capable of being produced from the Land or lands with which the Land is pooled, consolidated, or unitized hereunder, or so long as Lessor is engaged in drilling operations or reworking operations thereon or on lands pooled, consolidated or unitized therewith, or this lease is continued in force by any other provision hereof. If Lessee's operations are delayed or interrupted as a result of any coal mining operations affecting the Land or any portion thereof, including any lands pooled or unitized therewith, such delay will automatically extend the primary term of this lease for a period of time equal to any delay or interruption.

3. Lessee agrees to deliver to the credit of Lessor into the pipeline or storage tanks to which the well may be connected, one-eighth (1/8th) part of all oil produced and saved from the Land, or, from time to time, at the option of the Lessee, the market price at the well of such one-eighth (1/8th) part of all oil produced and saved from the Land. Lessee shall pay Lessor for gas produced and saved from the Land, a royalty equal to one-eighth (1/8th) of the net proceeds realized by Lessee from the sale thereof, computed at the wellhead. Lessor shall pay a proportionate part of all ad valorem, excise, occupation, depletion, privilege, license, severance, processing, production or other taxes now or hereafter levied, or assessed or charged on oil or gas produced from the Land. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut-in and there is no current production of oil or operations on the Land (or lands with which all or a part of the Land is pooled) sufficient to keep this lease in force, Lessee shall pay or tender a royalty of Two Hundred Fifty Dollars (\$250.00) per year for each shut-in gas well, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut-in and thereafter on the anniversary date of this lease during the period such well is shut-in, to the royalty owners. When such payment or tender is made, it will be considered that gas is being produced within the meaning of the entire lease.

4. If at expiration of the primary term no oil or gas is being produced on the Land or on lands pooled, consolidated, or unitized therewith, but Lessee is then engaged in drilling operations or reworking operations thereon (or on acreage pooled, consolidated, or unitized therewith) this lease shall remain in force so long as such operations or additional operations (whether on the same well or on different wells successively) are commenced and prosecuted with reasonable diligence and dispatch with no cessation of more than one hundred twenty (120) consecutive days and, if they result in the production of oil or gas, so long thereafter as any oil or gas is produced thereunder from the Land. It is agreed, however, that no implied covenant shall be read into this lease requiring Lessee to drill or to continue drilling on the Land, or fixing the measure of diligence therefore. Drilling operations shall be deemed to be commenced when the first material is placed on the Land or when the first work, other than surveying or staking the location, is done thereon which is necessary for such operations.

5. Lessee is hereby granted the right at any time and from time to time, as a recurring right either before or after production, to pool, consolidate, and unitize the Land or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production of oil or gas. However, no unit for the production primarily of oil shall embrace more than 80 acres, or for the production primarily of gas (with or without distillate) more than 640 acres; provided that if any governmental regulation shall prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be used in such allocation of allowable. Lessee shall file written unit designations or declarations of pooling in the county in which the Land is located. Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the Land, whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided and except that in calculating the amount of any shut-in gas royalties, only that part of the acreage originally leased and then actually embraced by this lease shall be counted. With respect to the production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of Lessor's acreage hereunder which is placed in the unit, or his royalty interest therein on an acreage basis, bears to the total acreage in the unit.

6. Lessee shall, without cost, have the right to use oil, gas and water produced from or stored on the Land for Lessee's operations, except that Lessee shall not be entitled to use water from Lessor's domestic water well and Lessee, when requested in writing by any Lessor owning an interest in the surface, shall bury, if reasonable and practical, all pipelines crossing cultivated lands off the well sites below ordinary plow depth. Lessee agrees that no well shall be drilled within two hundred (200) feet of any occupied residence located on the Land as of the date of this lease without the Lessor's consent. Lessee shall pay Lessor for all damages directly caused by Lessee's drilling operations on the Land to Lessor's growing crops, trees, and fences. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed in, on or under the Land by Lessee, including the right to draw and remove all casing and pipelines.

7. The rights of each party hereunder may be assigned in whole or in part and the provisions hereof shall extend to their heirs, devisees, successors and assigns, but no change or division in the ownership of the Land or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished with a certified copy of a recorded instrument or instruments evidencing such change of ownership. In the event of assignment hereof in whole or in part, liability for breach of any obligation issued hereunder shall rest exclusively upon the owner of this lease, or portion thereof, who commits such breach. In the event of the death of any person entitled to royalties hereunder, Lessee may pay or tender such royalties to the credit of the deceased, until such time as Lessee has been furnished with the proper evidence of the appointment and qualification of an executor or an administrator of the estate, or if there be none, then until Lessee is furnished satisfactory evidence as to the heirs or devisees of the deceased, and that all debts of the estate have been paid. If at any time two (2) or more persons become entitled to participate in the royalty payable hereunder, Lessee may pay or tender such royalty jointly to such persons; or, at the lessee's election, the portion or part of said royalty to which each participant is entitled may be paid or tendered to him separately; and payment or tender to any participant of his portion of the royalties hereunder shall maintain this lease as to such participant. In the event of an assignment of this lease as to a segregated portion of the Land and default in royalty payment by one shall not affect the rights of other leasehold owners hereunder. If the Land is now or shall hereafter be owned severally or in separate tracts, the premises nevertheless shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage.

8. Lessee, and Lessee's successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor, or Lessor's heirs or successors and assigns, by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which the Land is situated; thereupon, Lessee shall be relieved of all obligations, expressed or implied, of this lease as to the acreage so surrendered, and thereafter the shut-in payments payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

9. Lessor agrees that should Lessee be advised of or receive notice of an adverse claim or of defective title affecting the Land covered hereby which could affect all or a part of the payments due hereunder, then Lessor expressly authorizes Lessee, at Lessee's sole discretion, and without liability, to withhold payment and delivery of all Lessor's such payments or production in kind hereunder, without interest or penalty, until such time as said adverse claim is resolved or title cured by a final decree in a court of competent jurisdiction. Or, Lessee may file an interpleader action and pay Lessor's payments or production in kind as directed by a court of competent jurisdiction until such time as said court determines and authorizes the proper distribution of said payments or payments in kind to the parties involved. Lessor agrees that in no event shall Lessee's withholding of payment or its payments made as directed by a court of competent jurisdiction constitute a default by Lessee. Lessor further agrees that Lessee shall in no event be liable for interest, conversion, penalty, or wrongful withholding of such suspended amounts. In the event of production hereunder, Lessor agrees to execute a division order confirming his interest herein.

10. The breach by Lessee of any obligations arising hereunder shall not work a forfeiture or termination of this lease, nor cause a termination or reversion on the estate created hereby, nor be ground for cancellation hereof, in whole or in part, unless Lessor shall notify Lessee in writing of the specific facts relied upon in claiming a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument, and if Lessee shall fail to do so then Lessor shall have grounds for action in a court of law or such remedy to which he may be entitled.

11. Lessor hereby warrants and agrees to defend the title to the Land and agrees also that Lessee at its option may discharge any tax, mortgage, or other liens or encumbrances upon the Land either in whole or in part, and in the event Lessee does so, it shall be subrogated to such liens with the right to enforce same and apply royalties accruing hereunder towards satisfying same. Without impairment of Lessee's rights under the above warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil or gas in or under the Land, less than the entire fee simple estate, then the royalties, shut-in royalties, and bonus to be paid to Lessor shall be reduced proportionately. Lessor agrees that during the primary term of this lease, it will not grant a top lease to any third party without first giving Lessee the right to acquire such top lease on the same terms, conditions, and for the same consideration being afforded by third party.

12. Should Lessee be prevented from complying with any expressed or implied covenant of this lease, from conducting drilling or reworking operations thereon or on lands pooled therewith or from producing oil or gas therefrom or from lands pooled therewith, by reason of scarcity of, or inability to obtain or to use pipelines, equipment or material, explosions, breakage of or accident to machinery, equipment, or lines of pipe, the inability to acquire, or the delays in acquiring, at reasonable cost and after the exercise of reasonable diligence, such servitudes, rights of way, permits, licenses, approvals and authorizations by regulatory bodies as may be necessary in order that obligations assumed hereunder may be lawfully performed in the manner contemplated, or by market conditions which (in Lessee's sole judgement) render sales of oil or gas unprofitable or imprudent, or by operation of force majeure, or because of any federal or state law or any order, rule or regulation of a governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on, or from producing oil or gas from the Land or lands pooled therewith; and the time while Lessee is so prevented shall not be counted against the Lessee, anything in this lease to the contrary notwithstanding.

13. The undersigned hereby release and relinquish all rights of dower, courtesy, or other spousal interest and homestead in the Land, insofar as said right of dower, courtesy, spousal interest and homestead may in any way affect the purposes for which this lease is made as recited herein.

14. This lease may, at Lessee's option, be extended as to all or part of the Land covered hereby for an additional primary term of (       ) years commencing on the date that this lease would have expired, but for the extension. Lessee may exercise its option by paying or tendering to Lessor an extension payment of \$                      per net mineral acre for the Land then covered by the extended lease. Said bonus is to be paid or tendered to the Lessor at the last known address of Lessor. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous, commencing on the date of this lease and continuing from that date to the end of the extended primary term. If Lessee's operations are delayed or interrupted as a result of any coal mining operations affecting the Land or any portion thereof, including any lands pooled or unitized therewith, such delay will automatically extend the primary term of this lease for a period of time equal to any delay or interruption. Lessor hereby grants any such extensions of this lease without necessity of an amendment to said lease.

15. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in title of said Lessor or Lessee.

IN WITNESSETH WHEREOF, this instrument is executed on the date first above written.

LESSOR:

LESSOR:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGEMENT FOR INDIVIDUAL**

STATE OF INDIANA  
COUNTY OF SULLIVAN

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by \_\_\_\_\_

My Commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGEMENT FOR ENTITY**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public, do hereby certify that \_\_\_\_\_ personally know to me to be the same person whose name appears as the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, subscribed to the foregoing instrument and appeared before me this day in person and acknowledged that he/she, is authorized to subscribe the foregoing instrument, by and on the behalf of the \_\_\_\_\_.

Given under my hand and seal this \_\_\_\_\_, day of \_\_\_\_\_, 200\_.

My Commission expires \_\_\_\_\_ 200\_.

Signature \_\_\_\_\_

Notary Public

Printed: \_\_\_\_\_

Residing in \_\_\_\_\_ County

Prepared by: Noble Energy, Inc., 1625 Broadway, Suite 2200, Denver, Colorado 80202



**EXHIBIT "B"**  
**Legal description of Separately Owned Interest**

**Tract 006**

*Part of Fractional Section 5, Township 6 North, Range 9 West, described as follows:*

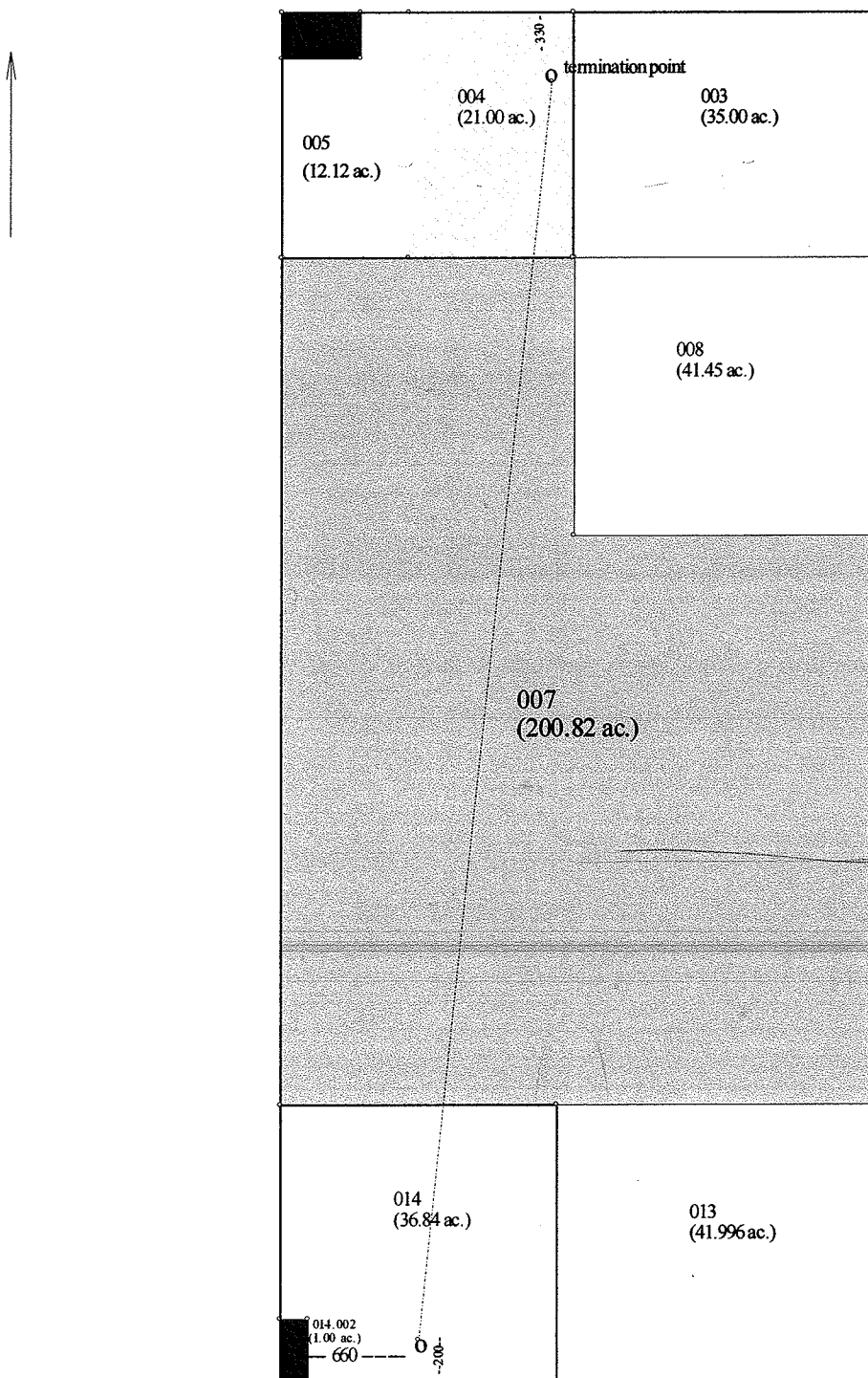
*Beginning at the Northwest corner of said Fractional Section 5; thence East 398 feet; thence South 206 feet; thence West 398 feet; thence North 206 feet to the point of beginning, and containing 1.88 acres, more or less.*

**Tract 014.002**

*Part of the Southwest Quarter of Section 5, Township 6 North, Range 9 West, described as follows:*

*Beginning at a point in the center of State Road 58 where the West line of Section 5 intersects the same; thence North 330.00 feet to a point; thence East 132.00 feet to an iron pin; thence South 330.00 feet to a P.K. Nail in the center of State Road 58; thence West 132.00 feet along State Road 58 to the point of beginning, and containing 1.00 acre.*

Exhibit "C"  
Section 5, Township 6 North, Range 9 West  
Haddon Township, Sullivan County, Indiana



**EXHIBIT "D"**  
**DIVISION OF GAS INTEREST**  
**Part of Section 5, Township 6 North, Range 9 West**

TRACT	ACRES	INTEREST HOLDER	TYPE	PERCENTAGE	PAYOUT	ROYALTY
003	35.000	Noble Energy, Inc.	WI	100% of 87.50%	87.50000	
		William and Katherine Prose	RI	12.50%	12.50000	1.115627
		<b>Total Interest</b>			<b>100.00000</b>	
004	21.000	Noble Energy, Inc.	WI	100.00% of 87.50%	87.50000	
		William and Katherine Prose	RI	12.50%	12.50000	0.669376
		<b>Total Interest</b>			<b>100.00000</b>	
005	12.120	Noble Energy, Inc.	WI	100% of 87.50%	87.50000	
		William and Katherine Prose	RI	12.50%	12.50000	0.386326
		<b>Total Interest</b>			<b>87.50000</b>	
007	200.820	Noble Energy, Inc.	WI	100.00% of 87.50%	87.50000	
		Maverick				
		Neal Sluder Revocable Trust	RI	12.50%	12.50000	6.401152
		<b>Total Interest</b>			<b>100.00000</b>	
008	41.500	Noble Energy, Inc.	WI	100.00% of 87.50%	87.50000	
		Herman Solsman, Trustee	RI	12.50%	12.50000	1.322815
		<b>Total Interest</b>			<b>100.00000</b>	
013	41.996	Noble Energy, Inc.	WI	100.00% of 87.50%	87.50000	
		Nellie Ellerman, Trustee	RI	12.50%	12.50000	1.338625
		<b>Total Interest</b>			<b>100.00000</b>	
014	36.840	Noble Energy, Inc.	WI	100% of 87.50%	87.50000	
		John Meng	RI	50% of 12.50%	6.25000	0.587139
		Norma Jean Barker	RI	50% of 12.50%	6.25000	0.587139
		<b>Total Interest</b>			<b>100.00000</b>	
	<b>389.2760</b>	<b>TOTAL LEASED ACRES</b>				

**Unleased Acreage:**

006	1.8800	David L. Bolenbaugh				0.059925
14.002	1.0000	Thomas and Lori Blythe				
				<b>Total Royalty</b>		<b>12.468125</b>
	<b>2.8800</b>	<b>TOTAL UNLEASED ACRES</b>				
	<b>392.1560</b>	<b>TOTAL ACRES IN DRILLING UNIT</b>				

**EXHIBIT "E"**  
**Contact Report**

The following is a summary of the contacts with the Non-Consenting Landowners, being Thomas D. Blythe and Lori A. Blythe, husband and wife, attempted or made by representatives of Noble Energy, Inc., in furtherance of the objective to acquire an Oil and Gas Lease or contractual agreement to allow production from the Separately Owned Interest:

**Tract 006 (1.88 acres)**

**David L. Bolenbaugh**  
**1943 West County Road 600 South**  
**Sullivan, Indiana 47882**

- 1) **May 9, 2008:** Landman visited home of David Bolenbaugh. No one responded to the door although a Dodge Ram was in the driveway.
- 2) **May 10, 2008:** Landman visited home of David Bolenbaugh. No one responded to the door although a Dodge Ram was in the driveway. Dog in backyard indicates home is occupied.
- 3) **May 12, 2008:** Landman visited home of David Bolenbaugh. No one responded to the door although a Dodge Ram was in the driveway. Landman spoke with neighbors who reported that David Bolenbaugh drives the blue truck located in the driveway.
- 4) **May 14, 2008:** Landman spoke with another neighbor who reported they had seen David Bolenbaugh at his home on Sunday.
- 5) **May 18, 2008:** Landman visited home of David Bolenbaugh intentionally on a Sunday. No one responded to the door although a Dodge Ram was in the driveway. Landman left a business card with a note to call for details.
- 6) **May 19, 2008:** Landman visited home of David Bolenbaugh. No one responded to the door. Dodge Ram was not in the driveway. Business card was no longer in the door.
- 7) **May 22, 2008:** Landman visited home of David Bolenbaugh. No one responded to the door. Dodge Ram was not in the driveway.
- 8) **May 29, 2008:** Landman visited home of David Bolenbaugh. No one responded to the door although a Dodge Ram was in the driveway.
- 9) **July 1, 2008:** Certified Letter mailed to home of David Bolenbaugh. Said letter offered the landowner a Non-Surface use Oil and Gas Lease and explained correlative rights and other landowner's rights.

**Tract 014.002 (1.00 acre)**

**Thomas D. Blythe and Lori A. Blythe,  
husband and wife.  
2026 South State Road 58 West  
Carlisle, Indiana 47838**

- 1) **September 24, 2007:** A copy of the Oil and Gas Lease attached hereto as Exhibit "A" was left with Thomas Blythe who responded that he would call toward the end of the week.
- 2) **September 25, 2007:** Lori Blythe called and expressed that the party who dropped off the Oil and Gas Lease the prior day had been trespassing.
- 3) **October 18, 2007:** Certified Letter mailed to home of Thomas and Lori Blythe. Said letter offered the landowners a Non-Surface use Oil and Gas Lease and explained correlative rights and other landowner's rights.
- 4) **January 8, 2008:** The Blythes sent the following email:

I want to confirm that I am corresponding to the correct person. You stopped at my home in the afternoon in early Oct. 2007 and left a document then followed up with a letter dated Oct. 19, 2007. These dates should let you know who I am. I was at the hospital ER that morning. If you see this and wish to resume our conversation, you may respond via e-mail. If not please delete.
- 5) **January 9, 2008:** An email response was sent to the Blythes regarding continuing negotiations.
- 6) **February 16, 2008:** To date, no response from the Blythes has been received.
- 7) **June 19, 2008:** Several Noble employees began to stake the Barker 2-5 Well on the property owned by Norma Jean Barker. Also present was Norma Barker's tenant, Doug Burr. Lori Blythe ran out to the edge of her property line and began yelling at those present to "get out of there" and "you have no right to be on that property". Doug Burr tried to explain that he was Norma Barker's farmer tenant. Lori Blythe went into her house and retrieved a camera and started taking pictures while yelling at all present. Mrs. Blythe then went into her house again and returned with her husband. Thomas Blythe walked from his property onto that of Norma Barker and started making threatening gestures. Lori Blythe stated she was going to install razor wire around her property to keep everyone out.